

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 23 PAGES		
2. CONTRACT (Proc. Inst. Indent.) NO. HHSN271201700053C		3. EFFECTIVE DATE 09/15/2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. Req: 4703772 RFP PHS 2017-1 (T 162)			
5. ISSUED BY CODE JEB National Institute on Drug Abuse, NIH NIDA R&D Contracts Management Branch 6001 Executive Boulevard, Room 4211, MSC 9559 Bethesda, Maryland 20892-9559		6. ADMINISTERED BY (If other than Item 5) CODE					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Net Esolutions Corp. 8280 Greensboro Drive Suite 200 McLean, VA 22102 VIN: 1163428 DUNS: 010639917		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM See Section G, Article G.3.					
CODE FACILITY CODE		12. PAYMENT WILL BE MADE BY CODE					
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE					
See Section F		See Section G					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA DOC 300N43DA171216 TIN: 54-1926760 CAN: 178472671 OCC: 25.55 \$225,000 (FFP)					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	"Enhanced Research Network Informatics Exploration (ERNIE)" Topic 162 CONTRACT TYPE: Firm Fixed Price CONTRACT AMOUNT: \$225,000 OBLIGATED AMOUNT: \$225,000 PERIOD OF PERFORMANCE: September 15, 2017 - March 14, 2018						
15G. TOTAL AMOUNT OF CONTRACT					\$ 225,000		
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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNER (Type or Print) Sandeep Somaiya, Managing Director	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) 20A. NAME OF CONTRACTING OFFICER Jeffrey E. Brown, Contracting Officer NIDA R&D Contracts Management Branch						
19B. NAME OF CONTRACTOR BY <u>Sandeep Somaiya</u> (Signature of person authorized to sign) 19C. DATE SIGNED 09/08/2017	20B. UNITED STATES OF AMERICA BY <u>Jeffrey E. Brown</u> (Signature of Contracting Officer) 20C. DATE SIGNED SEP 11 2017						

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Line Item	Description	Quantity	Unit Price	Total Price
1	1.000000	1.000000	1.000000	1.000000
2	2.000000	2.000000	2.000000	2.000000
3	3.000000	3.000000	3.000000	3.000000
4	4.000000	4.000000	4.000000	4.000000
5	5.000000	5.000000	5.000000	5.000000
6	6.000000	6.000000	6.000000	6.000000
7	7.000000	7.000000	7.000000	7.000000
8	8.000000	8.000000	8.000000	8.000000
9	9.000000	9.000000	9.000000	9.000000
10	10.000000	10.000000	10.000000	10.000000

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

Under this Small Business Innovation Research (SBIR) Phase I project, Research Topic 162, the Contractor will initiate the development of a big-data knowledge platform integrating multiple data sources and consisting of repository and associated methods to analyze the data within. This platform will (i) allow for quantitative descriptions and analysis of the research conducted by the collaboration network underlying the development of drugs, devices, and diagnostics; (ii) facilitate strategic communication of the societal value of such research to oversight bodies and policy makers; and (iii) provide analytical tools to managers of large and small research portfolios.

ARTICLE B.2. PRICES

- a. The total fixed price of this contract is \$225,000.
- b. Upon presentation of a proper invoice, delivery and acceptance of the services described in SECTION C., and the deliverables described in SECTION F and identified in the payment schedule below, the Government shall pay the contractor as set forth in the following payment schedule for items 1 through 6:

PAYMENT SCHEDULE

<u>Item</u>	<u>Item Description</u>	<u>Amount</u>
1.	Monthly Progress Report 1	\$35,000
2.	Monthly Progress Report 2	\$35,000
3.	Monthly Progress Report 3	\$35,000
4.	Monthly Progress Report 4	\$35,000
5.	Monthly Progress Report 5	\$35,000
6.	Final Report	\$50,000
	Total Firm Fixed Price	\$225,000

ARTICLE B.3. ADVANCE UNDERSTANDINGS

a. Confidential Treatment of Sensitive Information

The Contractor shall guarantee strict confidentiality of the information/data that it is provided by the Government during the performance of the contract. The Government has determined that the information/data that the Contractor will be provided during the performance of the contract is of a sensitive nature.

Disclosure of the information/data, in whole or in part, by the Contractor can only be made after the Contractor receives prior written approval from the Contracting Officer. Whenever the Contractor is uncertain with regard to the proper handling of information/data under the contract, the Contractor shall obtain a written determination from the Contracting Officer.

b. Contract Number Designation

On all correspondence submitted under this contract, the Contractor agrees to clearly identify the two contract numbers that appear on the face page of the contract as follows:

1. Source Code and Object Code

Unless otherwise specified herein, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

2. NIH Small Business Innovation Research (SBIR) Program Life Cycle Certification

In accordance with the SBIR/STTR Reauthorization Act of 2011, the contractor shall complete and submit the NIH Small Business Innovation Research (SBIR) Life Cycle Certification form, located in SECTION J, of the contract to the Contracting Officer. This certification is required to ensure the contractor is meeting the program's requirements during the life cycle of the contract.

The Life Cycle Certification form shall be submitted as follows:

- Phase I SBIR Contractors shall submit the Certification at the time of receiving final payment or disbursement.
- Phase II SBIR Contractors shall submit the Certification prior to receiving more than 50% of the total contract amount **AND** prior to final payment or disbursement.

The Contracting Officer, may, at any time after ward request further clarifications and supporting documentation in order to assist in the verification of any information provided by the contractor.

For additional information, see NIH Policy Notice NOT-OD-13-116, entitled, "New Program Certifications Required for SBIR and STTR Awards, " located at: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-13-116.html>.

ARTICLE C.3. INVENTION REPORTING REQUIREMENT

All reports and documentation required by FAR Clause 52.227-11, Patent Rights - Ownership by the Contractor including, but not limited to, the invention disclosure report, the confirmatory license, and the Government support certification, shall be directed to the Division of Extramural Inventions and Technology Resources (DEITR), OPERA, OER, NIH, 6705 Rockledge Drive, Suite 310, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301-435-1986). In addition, a copy of the final invention statement, shall be submitted to the Contracting Officer. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted to the Contracting Officer on the expiration date of the contract. All reports shall be sent to the following address:

Contracting Officer
National Institute on Drug Abuse
NIDA R&D Contracts Management Branch
6001 Executive Boulevard
Room 4211, MSC 9559
Bethesda, Maryland 20892-9559

If no invention is disclosed or no activity has occurred on a previously disclosed invention during the applicable reporting period, a negative report shall be submitted to the Contracting Officer at the address listed above.

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is required as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (<http://www.iedison.gov>), or by contacting the Extramural Inventions and Technology Resources Branch, OPERA, NIH.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

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SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the NIDA Contracting Officer's Representative (COR) set forth in Section G of the contract is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:

National Institute on Drug Abuse
OTIPI, OD
6001 Executive Boulevard, Room 4206
Bethesda, MD 20892

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause **52.246-9, Inspection of Research and Development (Short Form)** (April 1984).

FAR Clause **52.246-16, Responsibility for Supplies** (April 1984).

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SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from September 15, 2017 through March 14, 2018 .

ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in ARTICLE C.1. of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in SECTION C of this contract will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Schedule</u>	<u>Deliver To</u>
1.	SBIR Funding Agreement Certification	1 Copy	Due prior to contract performance	CO
2.	Monthly Progress Report	2 Copies	Due 15th calendar day following end of reporting period	1 copy to COR, 1 copy to CO
3.	Final Report with Summary of Salient Results	2 Copies	Due by contract expiration date	1 copy to COR, 1 copy to CO
4.	Source Code/Object Code	1 Copy	Due by contract expiration date	COR
5.	Final Invention Statement - See Article C.3.	1 Copy	Due by contract expiration date	CO
6.	NIH SBIR Program Life Cycle Certification	1 Copy	Due by contract expiration date	CO

The above items shall be addressed and delivered to:

Contracting Officer (CO)
NIH/NIDA
NIDA R&D Contracts Management Branch
6001 Executive Blvd.
Room 4211, MSC 9559
Bethesda, MD 20892-9559

Contracting Officer's Representative
Office of the Director, OTIPI
6001 Executive Blvd.
Room 4206, MSC 9549
Bethesda, MD 20892-9549

For hand delivery (Fedex, UPS, etc.) change city and zip codes to: Rockville, MD 20852

ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989)

Alternate I (April 1984) is not applicable to this contract.

52.242-17, Government Delay of Work (April 1984).

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SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

Dr. Irina Sazonova

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in Section K of the contract

The Government may unilaterally change its COR designation.

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.237-75 (December 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individual is considered to be essential to the work being performed hereunder:

Name	Title
George Chacko, Ph.D.	Principal Investigator

ARTICLE G.3. INVOICE SUBMISSION

- a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

1. Payment requests shall be submitted to the offices identified below. **Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.**

- a. The original invoice shall be submitted to the following **designated billing office**:

National Institutes of Health
Office of Financial Management
Commercial Accounts
2115 East Jefferson Street, Room 4B-432, MSC 8500
Bethesda, MD 20892-8500

- b. Two copies of the invoice shall be submitted to the following **approving official** with the monthly or final report:

Contracting Officer
NIH/National Institute on Drug Abuse
Office of Acquisitions
NIDA R&D Contracts Management Branch
6001 Executive Boulevard, Room 4211, MSC 9559
Bethesda, MD 20892-9559

(Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice.")

- b. In addition to the requirements specified in FAR Subpart 32.9 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

- a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is Office of Acquisitions, NIDA R&D Contracts Management Branch.

- b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

- c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database accessed through the System for Award Management (SAM). If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

- d. Invoice Matching Option. This contract requires a two-way match.

- e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

- f. The Contract Title is: Enhanced Research Network Informatics Exploration (ERNIE).

- g. Contract Line Items as follows:

Line Item #	Line Item Description
1.	FY17. SBIR Phase I. September 15, 2017 - March 14, 2018. Enhanced Research Network Informatics Exploration (ERNIE). N43DA-17-1216.

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) 496-6452.

ARTICLE G.4. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (December 2013)

- a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b. The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.
- c. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

ARTICLE G.5. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

A Final evaluation of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work.

The Final evaluation will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted fourteen days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors may access evaluations through a secure Web site for review and comment at the following address:

<http://www.cpars.gov>

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.2. NIH POLICY ON ENHANCING REPRODUCIBILITY THROUGH RIGOR AND TRANSPARENCY

Contractors shall adhere to the NIH policy of enhancing reproducibility through rigor and transparency by addressing each of the four areas of the policy in performance of the Statement of Work and in publications, as applicable: 1) Scientific Premise; 2) Scientific Rigor; 3) Consideration of Relevant Biological Variables, including Sex; and 4) Authentication of Key Biological and/or Chemical Resources. This policy applies to all NIH funded research and development, from basic through advanced clinical studies. See NIH Guide Notice, NOT-OD-15-103, "Enhancing Reproducibility through Rigor and Transparency" and NOT-OD-15-102, "Consideration of Sex as a Biological Variable in NIH-funded Research" for more information. In addition, publications are expected to follow the guidance at <http://www.nih.gov/research-training/rigor-reproducibility/principles-guidelines-reporting-preclinical-research>, whether preclinical or otherwise, as appropriate. More information is available at <http://grants.nih.gov/reproducibility/index.htm>, including FAQs and a General Policy Overview.

ARTICLE H.3. NIH POLICY ON ENHANCING PUBLIC ACCESS TO ARCHIVED PUBLICATIONS RESULTING FROM NIH-FUNDED RESEARCH

NIH-funded investigators shall submit to the NIH National Library of Medicine's (NLM) PubMed Central (PMC) an electronic version of the author's final manuscript, upon acceptance for publication, resulting from research supported in whole or in part with direct costs from NIH. NIH defines the author's final manuscript as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. The PMC archive will preserve permanently these manuscripts for use by the public, health care providers, educators, scientists, and NIH. The Policy directs electronic submissions to the NIH/NLM/PMC: <http://www.pubmedcentral.nih.gov>.

Additional information is available at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-09-071.html> and <http://publicaccess.nih.gov>.

ARTICLE H.4. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ARTICLE H.5. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

ARTICLE H.6. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

ARTICLE H.7. GUN CONTROL

The Contractor shall not use contract funds in whole or in part, to advocate or promote gun control.

ARTICLE H.8. LIMITATIONS ON SUBCONTRACTING - SBIR

The Contractor shall perform a minimum of two-thirds of the research and/or analytical effort [total contract costs less profit] conducted under this contract. Any deviation from this requirement must be approved in writing by the Contracting Officer.

ARTICLE H.9. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-74 (December 2015)

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973(29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.
- b. The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
- c. The Section 508 accessibility standards applicable to this contract are: See Statement of Work
- d. In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS Web site: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
- e. If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

ARTICLE H.10. CONTRACTOR'S USE OF LIBRARY RESOURCES AT NIH

The Contractor is authorized to use library resources at NIH in the same manner as NIH staff. The Contractor's approved use of these resources is limited to performing the requirements of this contract. The Contractor shall not use library resources at NIH in a manner that exceeds the Fair Use limitations codified in 17 U.S.C. sec. 107 of the Copyright Act. Contractors shall not share access to library resources at NIH with, perform searches for, or provide results to, non-NIH users, i.e. collaborators at other universities or research centers.

ARTICLE H.11. PUBLICATION AND PUBLICITY

In addition to the requirements set forth in HHSAR Clause **352.227-70, Publications and Publicity** incorporated by reference in SECTION I of this contract, the Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute on Drug Abuse, National Institutes of Health, Department of Health and Human Services, under Contract No. HHSN271201700053C."

ARTICLE H.12. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.13. USE OF FUNDS FOR CONFERENCES, MEETINGS AND FOOD

The Contractor shall not use contract funds (direct or indirect) to conduct meetings or conferences in performance of this contract without prior written Contracting Officer approval.

In addition, the use of contract funds to purchase food for meals, light refreshments, or beverages is expressly prohibited.

ARTICLE H.14. USE OF FUNDS FOR PROMOTIONAL ITEMS

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

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PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

ARTICLE I.1. GENERAL CLAUSES FOR A FIXED-PRICE RESEARCH AND DEVELOPMENT SBIR PHASE I CONTRACT

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <http://www.acquisition.gov/far/>. HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR

CLAUSE NO.	DATE	TITLE
52.202-1	Nov 2013	Definitions (Over the Simplified Acquisition Threshold)
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)
52.203-17	Apr 2014	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)
52.203-99	Feb 2015	Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements (DEVIATION)
52.204-10	Oct 2016	Reporting Executive Compensation and First-Tier Subcontract Awards (\$30,000 or more)
52.204-13	Oct 2016	System for Award Management Maintenance
52.209-6	Oct 2015	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$35,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.219-6	Nov 2011	Notice of Total Small Business Set-Aside
52.222-3	Jun 2003	Convict Labor
52.222-21	Apr 2015	Prohibition of Segregated Facilities
52.222-26	Sep 2016	Equal Opportunity
52.222-35	Oct 2015	Equal Opportunity for Veterans (\$150,000 or more)
52.222-36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222-37	Feb 2016	Employment Reports on Veterans (\$150,000 or more)
52.222-50	Mar 2015	Combating Trafficking in Persons
52.222-54	Oct 2015	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	May 2014	Buy American - Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.227-11	May 2014	Patent Rights - Ownership by the Contractor (Note: In accordance with FAR 27.303(b)(2), paragraph (e) is modified to include the requirements in FAR 27.303(b)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-20	May 2014	Rights in Data - SBIR Program
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-23	May 2014	Assignment of Claims
52.232-25	Jan 2017	Prompt Payment
52.232-33	Jul 2013	Payment by Electronic Funds Transfer--System for Award Management
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.233-1	May 2014	Disputes
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.243-1	Aug 1987	Changes - Fixed Price, Alternate V (Apr 1984)
52.244-6	Jun 2017	Subcontracts for Commercial Items
52.249-1	Apr 1984	Termination for the Convenience of the Government (Fixed-Price) (Short Form)
52.249-9	Apr 1984	Default (Fixed-Price Research and Development)(Over the Simplified Acquisition Threshold)
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.203-70	Dec 2015	Anti-Lobbying
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity
352.237-75	Dec 2015	Key Personnel

[End of GENERAL CLAUSES FOR A FIXED-PRICE RESEARCH AND DEVELOPMENT SBIR PHASE I CONTRACT-Rev. 06/2017].

ARTICLE I.2. AUTHORIZED SUBSTITUTION OF CLAUSES

ARTICLE I.1. of this SECTION is hereby modified as follows:

a. The following clause(s) are added to this contract:

- FAR Clause **52.203-3, Gratuities** (April 1984)
- FAR Clause **52.203-5, Covenant Against Contingent Fees** (May 2014)
- FAR Clause **52.203-6, Restrictions on Subcontractor Sales to the Government** (September 2006)
- FAR Clause **52.203-7, Anti-Kickback Procedures** (May 2014)
- FAR Clause **52.203-8, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (May 2014)
- FAR Clause **52.203-10, Price or Fee Adjustment for Illegal or Improper Activity** (May 2014)
- FAR Clause **52.204-4, Printed or copied Double-Sided on Postconsumer Fiber Content Paper** (May 2011)
- FAR Clause **52.215-2, Audit and Records Negotiation** (October 2010)
- FAR Clause **52.215-14, Integrity of Unit Prices** (October 2010)
- FAR Clause **52.219-8, Utilization of Small Business Concerns** (November 2016)
- FAR Clause **52.219-14, Limitations on Subcontracting** (December 1996)
- FAR Clause **52.222-40, Notification of Employee Rights Under the National Labor Relations Act** (December 2010)
- FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013)
- FAR Clause **52.232-2, Payments under Fixed-Price Research and Development Contracts** (April 1984)
- FAR Clause **52.232-17, Interest** (May 2014)
- FAR Clause **52.242-13, Bankruptcy** (July 1995)
- FAR Clause **52.244-5, Competition in Subcontracting** (December 2010)

The following clause(s) is substituted as follows:

- FAR Clause **52.249-1, Termination for the Convenience of the Government (Fixed-Price)(Short Form)** (April 1984) is deleted in its entirety and FAR Clause **52.249-2, Termination for the Convenience of the Government (Fixed Price)** (April 2012) is substituted therefor.

ARTICLE I.3. Additional Contract Clauses

This contract incorporates the following clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

1. FAR Clause **52.209-10, Prohibition on Contracting With Inverted Domestic Corporations** (November 2015).
2. FAR Clause **52.215-17, Waiver of Facilities Capital Cost of Money** (October 1997).

3. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (July 2013).
4. FAR Clause **52.246-25 Limitation of Liability-Services** (February 1997).

ARTICLE I.4. SERVICE CONTRACT LABOR STANDARDS

This contract is subject to the Service Contract Labor Standards. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause **52.222-41, Service Contract Labor Standards** (May 2014).
- b. FAR Clause **52.222-42, Statement of Equivalent Rates For Federal Hires** (May 2014)

In compliance with the Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefit
<u>See Wage Determination Attached in Section J</u>	
<hr/>	
<hr/>	

(End of Clause)

- c. FAR Clause **52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment** (May 2014).
- d. FAR **52.222-55 Minimum Wages Under Executive Order 13658** (December 2015)

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are attached and incorporated in this contract:

1. Statement of Work

Statement of Work, 3 pages.

2. Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC)-2

Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC)-2, (8/12), 3 pages.

3. Disclosure of Lobbying Activities, SF-LLL

Disclosure of Lobbying Activities, SF-LLL, dated 7/97, 2 pages.

4. NIH Small Business Innovation Research (SBIR) Program Funding Agreement Certification

NIH Small Business Innovative Research (SBIR) Program Funding Agreement Certification, 3 pages, located at: http://grants.nih.gov/grants/funding/sbir_forms/SBIR%20Funding%20Agreement%20Certification.pdf.

5. NIH Small Business Innovation Research (SBIR) Program Life Cycle Certification

NIH Small Business Innovative Research (SBIR) Program Life Cycle Certification, 3 pages, located at: http://grants.nih.gov/grants/funding/sbir_forms/SBIR%20Life%20Cycle%20Certification.pdf.

6. Wage Rate Determination

Wage Rate Determination, Area: District of Columbia Statewide, No: WD 2015-4281 (Rev.-7), dated July 25, 2017, 10 pages.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

1. FAR Clause 52.204-19 Incorporation by Reference of Representations and Certifications (December 2014).

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

2. NIH Representations & Certifications, dated October 21, 2016.

END of the SCHEDULE

(CONTRACT)

STATEMENT OF WORK

I. Background Information and Objectives

A. Background Information

Contemporary science evaluates and is also subject to evaluation. There is the increasing demand by the public and government to demonstrate cost-benefit measures of the research programs within the institutions, especially those that are publicly funded. NIH through NIDA seeks development of an advanced and sophisticated analytical tools and approaches to enhance the professional evaluation and decision support in life sciences management and administration. Those metrics must be developed to be embraced broadly by the life science community, be readily understandable by nonscientists and grounded in outcomes that are highly valued by the general public, funders and the policy makers. It is envisioned that, if proven, those metrics will be used by the Non-Governmental Organizations (NGOs)/disease foundations, advocacy groups, research funders, policy makers and by the academic institutional bodies (e.g. promotion committees).

In this project the Contractor will initiate the development of a big-data knowledge platform integrating multiple data sources and consisting of repository and associated methods to analyze the data within. The Contractor envisions that this platform will (i) allow for quantitative descriptions and analysis of the research conducted by the collaboration network underlying the development of drugs, devices, and diagnostics; (ii) facilitate strategic communication of the societal value of such research to oversight bodies and policy makers; and (iii) provide analytical tools to managers of large and small research portfolios.

The Contractor will build the platform using prior experience to establish the Enhanced Research Network Informatics Exploration (ERNIE) platform. ERNIE will contain linked data in six (6) different dimensions as well as rigorous methods to access and analyze them. Proof of successful development of the platform in this pilot project will include six case studies on selected drugs, devices, and diagnostics to quantitatively describe the relationship between basic research, translational research, specific product development, peer review and funding. The Contractor aims to submit these studies for Open Access publication(s) in a peer reviewed journal(s) using International Committee of Medical Journal Editors (ICMJE) standards. The Contractor will also publish details and the experience of developing the knowledge platform.

B. Phase I Technical Objectives

Objective #1: Construct ERNIE, a cloud-based repository platform of linked research data.

To create a cloud-based repository consisting of clinical trials, clinical guidelines, publications, patents, NIH awards data, and FDA registered products. The Contractor will develop a platform's infrastructure, design and implement a data warehouse, and create protocols for data loading and coding of the analytical workflow. A set of software specifications will be established to enable reproducing this cloud-based repository.

Objective #2: Test the capability of ERNIE platform by conducting and validating the case studies.

The contractor will develop workflows for seven selected case studies identified jointly with NIDA and document the results. All seven case studies will identify significant investigators and research institutions involved in the development of medical technologies.

Objective 3: Conduct review of the generated data and a pilot testing of ERNIE platform to assess the user experience.

The Contractor will provide the results of the seven case studies to members of a stakeholder group for review and invite them to test drive the platform. This feedback will be used to modify the protocols, revise the case studies, if needed, and provide information for the Phase II plan.

II. Services to be Performed

A. General Requirements

1. The Contractor shall independently, and not as an agent of the Government, perform all work and furnish all labor, materials, supplies, equipment, and services (except as otherwise specified in the contract) to create a model of biomedical science using PubMed, Web of Science, and other records that provide comparable levels of accuracy as models previously developed utilizing Scopus data.
2. The Contracting Officer's Representative (COR), whose position is identified in Section G of this contract, will monitor all work under this contract.

B. Specific Requirements

Specifically, the Contractor shall:

1. Construct ERNIE, a cloud-based repository platform of linked research data. The Contractor will:
 - a) Organize a kick-off meeting for the project staff and the Program Officer to discuss the project goals and timeline.
 - b) Design an infrastructure environment for development of the data repository using a cloud vendor. The environment should consist of two IAAS Linux servers, modular storage, and a PAAS Apache Spark cluster for high performance computing. Access to the environment will be limited to the development personnel, test users, project collaborators, and the COR.
 - c) Design and implement a data warehouse and necessary workflows for analysis of data using the PostgreSQL database application.
 - d) Populate a data warehouse with data from the following major databases
 - 1) Publications: PubMed and the Web of Science Core Collection leased from Clarivate Analytics
 - 2) Patents: The Derwent Patent Citation Index (US patents only) leased from Clarivate Analytics
 - 3) Clinical Guidelines: Those clinical guidelines indexed in PubMed from the National Guideline Clearinghouse maintained by the Agency for Healthcare Research and Quality (AHRQ).
 - 4) Clinical Trials: The contents of the National Clinical Trials Database distributed by the National Library of Medicine

- 5) FDA Registered Products: The FDA Orange and Purple Books as well as other publicly accessible data on registered Devices and Diagnostics.
 - 6) Awards Data: The complete set of projects and linked publications available from NIH ExPORTER.
 - 7) Health policy Data:
 - e) Develop plans to mine policy data from the Office of National Drug Control Policy (ONDCP) and the Office of Science Policy and Communications at NIDA.
 - f) Continuously make the code developed for this project freely available using a Github site- during development and through conclusion of the project.
2. Test the capability of ERNIE platform by conducting and validating the case studies. The Contractor will:
- a) Reproduce the analyses published by Williams (2015) for ipilimumab and ivacaftor cure network (“gold standard” case studies).
 - b) Investigate if ERNIE can identify additional network nodes for these “gold standards”.
 - c) Develop workflows for the NIDA-specific case studies as follows:
 - 1) naltrexone (Vivitol)
 - 2) buprenorphine (Buprenex)
 - 3) DiscoverX
 - 4) Affymetrix: (DNA Chips [Human Cytochrome P450 Genes])
 - 5) LifeSkills Training (behavioral intervention for substance abuse and violence)
 - d) Prepare the descriptive documentation with the technical results of the seven case studies.
3. Conduct review of the generated data and a pilot testing of ERNIE platform to assess the user experience. The Contractor will:
- a) Identify the domain experts and the best possible collaborators, and engage with them in the project
 - b) Organize an orientation meeting for stakeholders.
 - c) Present the results from the seven case studies for review, organize the feedback.
 - d) Conduct a pilot testing of ERNIE with a stakeholder group (9-10 persons) including collaborators, the COR, and technical experts. Organize the feedback and solicit suggestions for the platform improvement.
 - e) Prepare the data from the case studies for publication to a peer reviewed journal using ICMJE standards for authorship.

INVOICE INSTRUCTIONS FOR NIH FIXED-PRICE CONTRACTS, NIH(RC)-2

Format: Submit payment requests on Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, or the Contractor's self-generated form provided it contains all of the information prescribed herein. DO NOT include a cover letter with the payment request.

Number of Copies: Submit payment requests in the quantity specified in the Invoice Submission Instructions in Section G of the Contract Schedule.

Frequency: Submit payment requests upon delivery and acceptance of goods or services unless otherwise authorized by the Contracting Officer.

Currency: All NIH contracts are expressed in United States dollars. When the Government pays in a currency other than United States dollars, billings shall be expressed, and payment by the Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Preparation and Itemization of the Payment Request: Prepare payment requests as follows:

Note: *All information must be legible or the invoice will be considered improper and returned to the Contractor.*

- (a) **Designated Billing Office Name and Address:** Enter the designated billing office name and address, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (b) **Contractor's Name, Address, Point of Contact, TIN, and DUNS or DUNS+4 Number:** Show the Contractor's name and address exactly as they appear in the contract. Any invoice identified as improper will be sent to this address. Also include the name, title, phone number, and e-mail address of the Point of Contact in case of questions. If the remittance name differs from the legal business name, both names must appear on the invoice. Provide the Contractor's Federal Taxpayer Identification Number (TIN) and Data Universal Numbering System (DUNS) or DUNS+4 number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract, and as registered in the System for Acquisition Management (SAM) database.

When an approved assignment of claims has been executed, the Contractor shall provide the same information for the assignee as is required for the Contractor (i.e., name, address, point of contact, TIN, and DUNS number), with the remittance information clearly identified as such.

- (c) **Invoice/Voucher Number:** Identify each payment request by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization. For example, if a contractor has already submitted invoice number 05 on one of its contracts or orders, it cannot use that same invoice number on any other contract or order. Payment requests with duplicate invoice numbers will be considered improper and returned to the contractor.

The NIH does not prescribe a particular numbering format but suggests using a job or account
NIH(RC)-2
Revised 7/2013

number for each contract and order followed by a sequential invoice number (example: 8675309-05). Invoice numbers are limited to 30 characters. There are no restrictions on the use of special characters, such as colons, dashes, forward slashes, or parentheses.

If all or part of an invoice is suspended and the contractor chooses to reclaim those costs on a supplemental invoice, the contractor may use the same unique invoice number followed by an alpha character, such as "R" for revised (example: 8675309-05R).

- (d) **Date Invoice/Voucher Prepared:** Insert the date the payment request is prepared.
- (e) **Contract Number and Order Number (if applicable):** Insert the contract number and order number (as applicable).
- (f) **Contract Title:** Insert the contract title listed on the cover page of the contract and/or Section G of the Contract Schedule.
- (g) **Current Contract Period of Performance:** Insert the contract start date/effective date through the current completion date of the contract.
- (h) **Total Fixed-Price of Contract/Order:** Insert the total fixed-price of the contract/order.
- (i) **Two-Way/Three-Way Match:** Identify whether payment is to be made using a two-way or three-way match. To determine required payment method, refer to the Invoice Submission Instructions in Section G of the Contract Schedule.
- (j) **Office of Acquisitions:** Insert the name of the Office of Acquisitions, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (k) **Central Point of Distribution:** Identify the Central Point of Distribution, as specified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (l) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (m) **Description of Supplies or Services:** Provide a description of the supplies or services, by line item (if applicable), quantity, unit price (where appropriate), and total amount. The item description, unit of measure, and unit price **must match** those specified in the contract. For example, if the contract specifies 1 box of hypodermic needles (100/box) with a unit price of \$50.00, then the invoice must state 1 box, hypodermic needles (100/box), \$50.00, **not** 100 syringes at \$0.50 each. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.
- (n) **Amount Billed - Current Period:** Insert the amount claimed for the current billing period, including any adjustments, if applicable. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request.
- (o) **Amount Billed - Cumulative:** Insert the cumulative amounts claimed to date, including any adjustments as applicable. If the Contract Schedule contains separately priced line items,

identify the contract line item(s) on the payment request.

(p) **Freight or Delivery Charges:** Identify all charges for freight or express shipments, other than f.o.b. destination, as a separate line item on the invoice. (If shipped by freight or express, and charges are more than \$25, attach prepaid bill.)

(q) **Government Property:** If the contract authorizes the purchase of any item of Government Property (e.g., equipment), the invoice must list each item for which reimbursement is requested. Include reference to the following (as applicable):

- item number for the specific piece of equipment listed in the Property Schedule, and
- Contracting Officer Authorization (COA) Number, if the equipment is not covered by the Property Schedule.

DISCLOSURE OF LOBBYING ACTIVITIES

Attachment 3
Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SBIR Funding Agreement Certification

Grant Contract Number:

Program Director(s)/Principal Investigator(s) (PD(s)/PI(s)):

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: NIH, Project Clearance Branch, 6705 Rockledge Drive, MSC 7974, Bethesda, MD 20892-7974, ATTN: PRA (0925-0001). Do not return the completed form to this address.

All small businesses that are selected for award of an SBIR funding agreement must complete this certification at the time of award and any other time set forth in the Notice of Award or Contract Award that is prior to performance of work under this award. This includes checking all of the boxes and having an authorized officer of the awardee sign and date the certification each time it is requested.

Please read carefully the following certification statements. The Federal government relies on this information to determine whether the business is eligible for a Small Business Innovation Research (SBIR) Program award. A similar certification will be used to ensure continued compliance with specific program requirements during the life of the funding agreement. The definitions for the terms used in this certification are set forth in the Small Business Act, SBA regulations (13 C.F.R. Part 121), the SBIR Policy Directive and also any statutory and regulatory provisions references in those authorities.

If the Grants Management or Contracting Officer believes that the business may not meet certain eligibility requirements at the time of award, they are required to file a size protest with the U.S. Small Business Administration (SBA), who will determine eligibility. At that time, SBA will request further clarification and supporting documentation in order to assist in the verification of any of the information provided as part of a protest. If the Grants Management or Contracting Officer believes, after award, that the business is not meeting certain Notice of Award requirements, the agency may request further clarification and supporting documentation in order to assist in the verification of any of the information provided.

Even if correct information has been included in other materials submitted to the Federal government, any action taken with respect to this certification does not affect the Government's right to pursue criminal, civil, or administrative remedies for incorrect or incomplete information given in the certification. Each person signing this certification may be prosecuted if they have provided false information.

The undersigned has reviewed, verified and certifies that (all boxes must be checked):

1. The business concern meets the ownership and control requirements set forth in 13 C.F.R. § 121.702.

☒ Yes ☐ No

2. If a corporation, all corporate documents (articles of incorporation and any amendments, articles of conversion, by-laws and amendments, shareholder meeting minutes showing director elections, shareholder meeting minutes showing officer elections, organizational meeting minutes, all issued stock certificates, stock ledger, buy-sell agreements, stock transfer agreements, voting agreements, and documents relating to stock options, including the right to convert non-voting stock or debentures into voting stock) evidence that it meets the ownership and control requirements set forth in 13 C.F.R. § 121.702.

☒ Yes ☐ No ☐ N/A Explain why N/A:

3. If a partnership, the partnership agreement evidences that it meets the ownership and control requirements set forth in 13 C.F.R. § 121.702.

☐ Yes ☐ No ☒ N/A Explain why N/A: NET ESOLUTIONS CORPORATION is a Corporation

4. If a limited liability company, the articles of organization and any amendments, and operating agreements and amendments, evidence that it meets the ownership and control requirements set forth in 13 C.F.R. § 121.702.

☐ Yes ☐ No ☒ N/A Explain why N/A: NET ESOLUTIONS CORPORATION is a Corporation

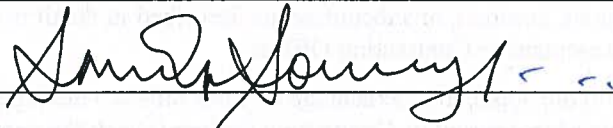
5. The birth certificates, naturalization papers, or passports show that any individuals it relies upon to meet the eligibility requirements are U.S. citizens or permanent resident aliens in the United States.
☒ Yes ☐ No ☐ N/A Explain why N/A:
6. It has no more than 500 employees, including the employees of its affiliates.
☒ Yes ☐ No
7. SBA has not issued a size determination currently in effect finding that this business concern exceeds the 500 employee size standard.
☒ Yes ☐ No
8. During the performance of the award, the principal investigator will spend more than half of his/her time as an employee of the awardee or has requested and received a written deviation from this requirement from the Grants Management or Contracting Officer.
☒ Yes ☐ No Deviation approved in writing by Grants Management or Contracting Officer: %
9. All, essentially equivalent work, or a portion of the work proposed under this project (check the applicable line):
☒ Has not been submitted for funding by another Federal agency
☐ Has been submitted for funding by another Federal agency but has not been funded under any other Federal grant, contract, subcontract, or other transaction.
☐ A portion has been funded by another grant, contract, or subcontract as described in detail in the proposal and approved in writing by the Grants Management or Contracting Officer.
10. During the performance of award, it will perform the applicable percentage of work unless a deviation from this requirement is approved in writing by the Grants Management or Contracting Officer (check the applicable line and fill in if needed):
☒ SBIR Phase I: at least two-thirds (66 2/3%) of the research
☐ SBIR Phase II: at least half (50%) of the research
☐ Deviation approved in writing by the Grants Management or Contracting Officer: %
11. During performance of award, the research/research and development will be performed in the United States unless a deviation is approved in writing by the Grants Management or Contracting Officer.
☒ Yes ☐ No
12. During the performance of award, the research/research and development will be performed at my facilities with my employees, except as otherwise indicated in the SBIR application and approved in the Notice of Award or Contract Award.
☒ Yes ☐ No
13. It has registered itself on SBA's database as majority-owned by venture capital operating companies, hedge funds or private equity firms.
☐ Yes ☐ No ☒ N/A Explain why N/A: NET ESOLUTIONS CORPORATION is owned by an individual
14. It is a Covered Small Business Concern (a small business concern that: (a) was not majority-owned by multiple venture capital operating companies (VCOCs), hedge funds, or private equity firms on the data on which it submitted an application in response to an SBIR solicitation; and (b) on the date of the SBIR award, which is made more than 9 months after the closing date of the solicitation, is majority-owned by multiple venture capital operating companies, hedge funds, or private equity firms).
☒ Yes ☐ No A and B appear to be contradictory. NET ESOLUTIONS CORPORATION is owned by an individual

15. It will notify the Federal agency immediately if all or a portion of the work proposed is subsequently funded by another Federal agency.

☒ Yes ☐ No

I understand that the information submitted may be given to Federal, State and local agencies for determining violations of law and other purposes.

I am an officer of the business concern authorized to represent it and sign this certification on its behalf. By signing this certification, I am representing on my own behalf, and on behalf of the business concern that the information provided in this certification, the application, and all other information submitted in connection with this application, is true and correct as of the date of submission. I acknowledge that any intentional or negligent misrepresentation of the information contained in this certification may result in criminal, civil or administrative sanctions, including but not limited to: (1) fines, restitution and/or imprisonment under 18 U.S.C. § 1001; (2) treble damages and civil penalties under the False Claims Act (31 U.S.C. § 3729 et seq); (3) double damages and civil penalties under the Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq); (4) civil recovery of award funds; (5) suspension and/or debarment from all Federal procurement and nonprocurement transactions (FAR Subpart 9.4 or 2 C.F.R. part 180; and (6) other administrative penalties including termination of SBIR/STTR awards.

Date	September 08, 2017
Signature	
Printed Name (First, Middle, Last)	Sandeep Somaiya
Title	Managing Director
Organization Name	NET ESOLUTIONS CORPORATION

HHS Small Business Innovation Research Program Life Cycle Certification

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.** Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: NIH, Project Clearance Branch, 6705 Rockledge Drive, MSC 7974, Bethesda, MD 20892-7974, ATTN: PRA (0925-0001). Do not return the completed form to this address.

All SBIR Phase I and Phase II awardees must complete this certification at all times set forth in the funding agreement (see §8(h) of the SBIR Policy Directive). This includes checking all of the boxes and having an authorized officer of the awardee sign and date the certification each time it is required. Awardees are not required to submit this certification directly to NIH but must instead complete the certification and maintain it on file in accordance with the records and retention policy in Section 8.4.2 of the NIH Grants Policy Statement or as listed in the SBIR contract solicitation or contract award.

A certification is required at the following times:

- For SBIR Phase I Awardees: At the time of receiving final payment or disbursement from the Payment Management System or via contract.
- For SBIR Phase II Awardees: prior to receiving more than 50% of the total award amount and prior to final payment or disbursement from the Payment Management System or via contract.

In addition, SBIR awardees indicate compliance with these certification requirements by drawing or requesting funds from the Payment Management System. If the grantee cannot complete this certification or cannot ensure compliance with the certification process, it should notify the funding agreement officer immediately. If resolution cannot be reached, the funding agreement officer will void or terminate the award, as appropriate.

Grant or Contract Number:

Program Director(s)/Principal Investigator(s) (PD(s)/PI(s)):

Please read carefully the following certification statements. The Federal government relies on the information to ensure compliance with specific program requirements during the life of the funding agreement. The definitions for the terms used in this certification are set forth in the Small Business Act, the SBIR Policy Directive, and also any statutory and regulatory provisions referenced in those authorities.

If the funding agreement officer believes that the business is not meeting certain funding agreement requirements, the agency may request further clarification and supporting documentation in order to assist in the verification of any of the information provided.

Even if correct information has been included in other materials submitted to the Federal government, any action taken with respect to this certification does not affect the Government's right to pursue criminal, civil or administrative remedies for incorrect or incomplete information given in the certification. Each person signing this certification may be prosecuted if they have provided false information.

The undersigned has reviewed, verified and certifies that (all boxes must be checked):

1. The principal investigator spent more than one half of his/her time as an employee of the awardee or has requested and received a written deviation from this requirement from the funding agreement officer.
☐ Yes ☐ No Deviation approved in writing by funding agreement officer: %
 2. All, essentially equivalent work, or a portion of the work performed under this project (check the applicable line):
☐ Has not been submitted for funding by another Federal agency.
☐ Has been submitted for funding by another Federal agency but has not been funded under any other Federal grant, contract, subcontract, or other transaction.
☐ A portion has been funded by another grant, contract, or subcontract as described in detail in the proposal and approved in writing by the funding agreement officer.
 3. Upon completion of the award it will have performed the applicable percentage of work, unless a deviation from this requirement is approved in writing by the funding agreement officer (check the applicable line and fill in if needed):
☐ SBIR Phase I: at least two-thirds (66 2/3%) of the research
☐ SBIR Phase II: at least half (50%) of the research
☐ Deviation approved in writing by the funding agreement officer: %
 4. The work is completed and it has performed the applicable percentage of work, unless a deviation from this requirement is approved in writing by the funding agreement officer (check the applicable line and fill in if needed).
☐ SBIR Phase I: at least two-thirds (66 2/3%) of the research
☐ SBIR Phase II: at least half (50%) of the research
☐ Deviation approved in writing by the funding agreement officer: %
☐ N/A because work is not completed
 5. The research/research and development is performed in the United States unless a deviation is approved in writing by the funding agreement officer.
☐ Yes ☐ No ☐ Waiver has been granted
 6. The research/research and development is performed at my facilities with my employees, except as otherwise indicated in the SBIR application and approved in the Notice of Award or Contract Award.
☐ Yes ☐ No
- ☐ I will notify the Federal agency immediately if all or a portion of the work proposed is subsequently funded by another Federal agency.
- ☐ I understand that the information submitted may be given to Federal, State and local agencies for determining violations of law and other purposes.
- ☐ I am an officer of the business concern authorized to represent it and sign this certification on its behalf. By signing this certification, I am representing on my own behalf, and on behalf of the business concern that the information provided in this certification, the application, and all other information submitted in connection with the award, is true and correct as of the date of submission. I acknowledge that any intentional or negligent misrepresentation of the information contained in this certification may result in criminal, civil or administrative sanctions, including but not limited to: (1) fines, restitution and/or imprisonment under 18 U.S.C. § 1001; (2)

treble damages and civil penalties under the False Claims Act (31 U.S.C. § 3729 et seq.); (3) double damages and civil penalties under the Program Fraud Civil Remedies Act (31 U.S.C. §3801 et seq.); (4) civil recovery of award funds; (5) suspension and/or debarment from all Federal procurement and nonprocurement transactions (FAR Subpart 9.4 or 2 C.F.R. part 180); and (6) other administrative penalties including termination of SBIR/STTR awards.

Date
Signature
Printed Name (First, Middle, Last)
Title
Business Name

WD 15-4281 (Rev.-7) was first posted on www.wdol.gov on 08/01/2017

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210Daniel W. Simms Division of
Director Wage DeterminationsWage Determination No.: 2015-4281
Revision No.: 7
Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Prince George's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.06
01012 - Accounting Clerk II		20.28
01013 - Accounting Clerk III		22.68
01020 - Administrative Assistant		31.98
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		14.88
01052 - Data Entry Operator II		16.23
01060 - Dispatcher, Motor Vehicle		19.28
01070 - Document Preparation Clerk		16.17
01090 - Duplicating Machine Operator		16.17
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.18
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		25.24
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		17.24

01410 - Supply Technician	31.98
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.07
01531 - Travel Clerk I	14.80
01532 - Travel Clerk II	15.91
01533 - Travel Clerk III	17.08
01611 - Word Processor I	16.56
01612 - Word Processor II	18.59
01613 - Word Processor III	20.79
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.15
07042 - Cook II	17.61
07070 - Dishwasher	10.72
07130 - Food Service Worker	11.01
07210 - Meat Cutter	20.10
07260 - Waiter/Waitress	10.67
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	12.66
11090 - Gardener	18.52
11122 - Housekeeping Aide	12.66
11150 - Janitor	12.66
11210 - Laborer, Grounds Maintenance	13.82
11240 - Maid or Houseman	12.22
11260 - Pruner	12.25
11270 - Tractor Operator	16.94
11330 - Trail Maintenance Worker	13.82
11360 - Window Cleaner	14.28
12000 - Health Occupations	
12010 - Ambulance Driver	22.31
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	27.96
12015 - Certified Physical Therapist Assistant	25.93
12020 - Dental Assistant	19.78
12025 - Dental Hygienist	45.00
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	22.31
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13

12100 - Medical Assistant	17.17
12130 - Medical Laboratory Technician	18.98
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.50
12210 - Nuclear Medicine Technologist	39.16
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.67
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.93
12305 - Radiologic Technologist	33.85
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	25.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	37.95
13050 - Library Aide/Clerk	16.35
13054 - Library Information Technology Systems Administrator	34.26
13058 - Library Technician	20.89
13061 - Media Specialist I	22.66
13062 - Media Specialist II	25.36
13063 - Media Specialist III	28.27
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	20.54
13110 - Video Teleconference Technician	23.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	37.87
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81

15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	36.80
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	30.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.72
15086 - Maintenance Test Pilot, Rotary Wing	48.72
15088 - Non-Maintenance Test/Co-Pilot	48.72
15090 - Technical Instructor	28.79
15095 - Technical Instructor/Course Developer	35.22
15110 - Test Proctor	23.24
15120 - Tutor	23.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.41
16030 - Counter Attendant	11.41
16040 - Dry Cleaner	14.66
16070 - Finisher, Flatwork, Machine	11.41
16090 - Presser, Hand	11.41
16110 - Presser, Machine, Drycleaning	11.41
16130 - Presser, Machine, Shirts	11.41
16160 - Presser, Machine, Wearing Apparel, Laundry	11.41
16190 - Sewing Machine Operator	15.71
16220 - Tailor	16.64
16250 - Washer, Machine	12.51
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.71
19040 - Tool And Die Maker	28.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.11
21030 - Material Coordinator	25.24
21040 - Material Expediter	25.24
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.11
21110 - Shipping Packer	17.65
21130 - Shipping/Receiving Clerk	17.65
21140 - Store Worker I	12.49
21150 - Stock Clerk	17.98
21210 - Tools And Parts Attendant	18.11
21410 - Warehouse Specialist	18.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	32.92
23019 - Aircraft Logs and Records Technician	23.91
23021 - Aircraft Mechanic I	31.25
23022 - Aircraft Mechanic II	32.92
23023 - Aircraft Mechanic III	34.52
23040 - Aircraft Mechanic Helper	21.22
23050 - Aircraft, Painter	29.92
23060 - Aircraft Servicer	23.91
23070 - Aircraft Survival Flight Equipment Technician	29.92
23080 - Aircraft Worker	25.42
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.42
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.25
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	31.48
23130 - Carpenter, Maintenance	22.45
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	30.17
23182 - Electronics Technician Maintenance II	32.03
23183 - Electronics Technician Maintenance III	33.75
23260 - Fabric Worker	22.55
23290 - Fire Alarm System Mechanic	22.91

23310 - Fire Extinguisher Repairer	20.77
23311 - Fuel Distribution System Mechanic	27.60
23312 - Fuel Distribution System Operator	23.45
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	31.25
23381 - Ground Support Equipment Servicer	23.91
23382 - Ground Support Equipment Worker	25.42
23391 - Gunsmith I	20.77
23392 - Gunsmith II	24.15
23393 - Gunsmith III	27.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.33
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.84
23430 - Heavy Equipment Mechanic	26.13
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	27.34
23465 - Laboratory/Shelter Mechanic	25.64
23470 - Laborer	14.98
23510 - Locksmith	23.54
23530 - Machinery Maintenance Mechanic	27.44
23550 - Machinist, Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	27.34
23592 - Metrology Technician II	28.79
23593 - Metrology Technician III	30.19
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	26.55
23810 - Plumber, Maintenance	25.21
23820 - Pneudraulic Systems Mechanic	27.00
23850 - Rigger	27.72
23870 - Scale Mechanic	24.15
23890 - Sheet-Metal Worker, Maintenance	24.81
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	32.28
23960 - Welder, Combination, Maintenance	24.34
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.00
23980 - Woodworker	20.77
24000 - Personal Needs Occupations	
24550 - Case Manager	19.40
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	11.57
24620 - Family Readiness And Support Services Coordinator	19.40
24630 - Homemaker	19.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.03
25040 - Sewage Plant Operator	24.67
25070 - Stationary Engineer	33.03
25190 - Ventilation Equipment Tender	23.58
25210 - Water Treatment Plant Operator	24.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.09
27007 - Baggage Inspector	15.38
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	28.10

27101 - Guard I	15.38
27102 - Guard II	20.57
27131 - Police Officer I	29.70
27132 - Police Officer II	33.00
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.98
29020 - Hatch Tender	27.98
29030 - Line Handler	27.98
29041 - Stevedore I	25.78
29042 - Stevedore II	29.33
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.44
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.58
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.47
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.89
30052 - Cryogenic Technician II	27.49
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.47
30210 - Laboratory Technician	24.41
30221 - Latent Fingerprint Technician I	33.09
30222 - Latent Fingerprint Technician II	36.55
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.49
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.49
30461 - Technical Writer I	25.75
30462 - Technical Writer II	31.51
30463 - Technical Writer III	38.12
30491 - Unexploded Ordnance (UXO) Technician I	26.34
30492 - Unexploded Ordnance (UXO) Technician II	31.87
30493 - Unexploded Ordnance (UXO) Technician III	38.20
30494 - Unexploded (UXO) Safety Escort	26.34
30495 - Unexploded (UXO) Sweep Personnel	26.34
30501 - Weather Forecaster I	26.93
30502 - Weather Forecaster II	32.75

30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.19
30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		31.87
31020 - Bus Aide		14.32
31030 - Bus Driver		20.85
31043 - Driver Courier		15.38
31260 - Parking and Lot Attendant		11.06
31290 - Shuttle Bus Driver		16.83
31310 - Taxi Driver		13.98
31361 - Truckdriver, Light		16.83
31362 - Truckdriver, Medium		18.28
31363 - Truckdriver, Heavy		20.54
31364 - Truckdriver, Tractor-Trailer		20.54
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.54
99030 - Cashier		10.51
99050 - Desk Clerk		12.92
99095 - Embalmer		27.90
99130 - Flight Follower		26.34
99251 - Laboratory Animal Caretaker I		13.24
99252 - Laboratory Animal Caretaker II		14.47
99260 - Marketing Analyst		33.51
99310 - Mortician		34.10
99410 - Pest Controller		18.70
99510 - Photofinishing Worker		13.20
99710 - Recycling Laborer		19.20
99711 - Recycling Specialist		23.54
99730 - Refuse Collector		17.01
99810 - Sales Clerk		12.09
99820 - School Crossing Guard		16.25
99830 - Survey Party Chief		25.06
99831 - Surveying Aide		15.57
99832 - Surveying Technician		23.81
99840 - Vending Machine Attendant		15.48
99841 - Vending Machine Repairer		19.67
99842 - Vending Machine Repairer Helper		15.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization,

modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the

date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

